

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

If you received a Notice of Cybersecurity Event regarding the Cybersecurity Event from Precision Imaging Centers (“Precision”) on or around June 22, 2023, you may be eligible for free identity protection and credit monitoring services and/or reimbursement for unreimbursed costs or expenditures and/or lost time.

A court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit about a cybersecurity event that occurred on or around November 2, 2022, during which an unauthorized actor acquired personally identifiable information (“PII”) of Precision’s current and former patients and other individuals (the “Cybersecurity Event”).
- Precision is a Jacksonville, Florida based healthcare provider with locations in and around Jacksonville and St. Augustine, Florida. The circumstances giving rise to this case occurred on or around November 2, 2022, when an unauthorized actor accessed Precision’s network and acquired information related to Precision’s current and former patients and other individuals, including first and last name; address; Social Security Number; driver’s license or government-issued identification number; health insurance information, medical condition(s) and diagnoses, or other health or medical-related information; and dates of birth (the “Cybersecurity Event”). Subsequently, lawsuits were filed against Precision, alleging that it did not take appropriate care to protect the current and former patients and other individuals from the Cybersecurity Event.
- Precision denies all of the Plaintiffs’ claims in the lawsuit and maintains it did not do anything wrong, but has agreed to settle the case to avoid the expense and burdens of litigation.
- The Settlement includes all individuals to whom Precision sent notification, whether by direct written notice or substitute notice, that their personal information may have been or was exposed to unauthorized third parties as a result of the Cybersecurity Event.
- The Settlement provides free identity protection and credit monitoring services. You must submit a claim to receive this benefit.
- The Settlement also provides (i) up to \$500 in reimbursement of unreimbursed costs and expenditures incurred in responding to notice of the Cybersecurity Event, including up to \$80 for lost time incurred in responding to notice of the Cybersecurity Event, and (ii) up to \$5,000 in reimbursement of other unreimbursed costs and expenditures that are fairly traceable to the Cybersecurity Event, including up to \$160 for lost time incurred in remediating issues related to the Cybersecurity Event. You must submit a claim to receive these benefits.
- Claims will be subject to an aggregate cap of \$200,000 and will be reduced *pro rata* if they exceed this cap.

Your legal rights are affected even if you do nothing. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get free identity protection and credit monitoring services and/or reimbursement for unreimbursed costs or expenditures and/or lost time. You must submit a claim by January 31, 2026 .
Ask to be Excluded	Get no payment. The only option that allows you to sue Precision over the claims resolved by this Settlement. You must exclude yourself by January 1, 2026 .
Object	Write to the Court about why you do not like the Settlement. You must object by January 1, 2026 .
Do Nothing	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.
- No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defense Counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

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BASIC INFORMATION

1. Why was notice issued?

The Court authorized notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

This matter involves a lawsuit styled *In re Precision Imaging Centers Data Breach Litigation* in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-ca-009321. The persons who sued are called the Plaintiffs. Precision is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Precision (“Defendant”) was responsible for the Cybersecurity Event and asserted claims for negligence, breach of implied contract, and breach of fiduciary duty. The lawsuit seeks (i) free credit monitoring services, (ii) reimbursement of unreimbursed costs and expenditures incurred in responding to notice of the Cybersecurity Event, (iii) compensation for lost time incurred in responding to notice of the Cybersecurity Event, (iv) reimbursement of other extraordinary unreimbursed costs and expenditures that are fairly traceable to the Cybersecurity Event, and (v) compensation for lost time incurred in remedying issues related to the Cybersecurity Event.

Precision denies all of the Plaintiffs’ claims and maintains it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiff(s)” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiffs are Lauren Boyles, Philipp Groebe, Natalie Luttrell, Bijoy Shroff, Cheryl Wearing, and Paige Demaio. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does NOT mean that Precision did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a U.S. resident individual to whom written notification was provided by Precision on or around June 22, 2023, regarding the Cybersecurity Event.

Specifically excluded from the Settlement Class are: (i) Defendants and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this Settlement; (iv) the attorneys representing the Parties in the Litigation; and (v) any other individual found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity involved in the Cybersecurity Event or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-888-777-6514 with questions, or visit www.precisioncybersecurityevent.com. You may also write with questions to *Precision Imaging Centers Data Breach Litigation*, Claims Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide free identity protection and credit monitoring services and cash payments to people who submit valid claims.

The Settlement provides for two (2) types of reimbursements:

- (1) Ordinary Expense Reimbursement (Question 8), and
- (2) Extraordinary Expense Reimbursement (Question 9).

You may submit a claim for either or both types of payments. You must also provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or email; or (2) the name and physical address you provided to Precision for patient purposes.

If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a Claim Form cannot have been reimbursed through any other source.

Finally, as part of the Settlement, Precision has agreed to specify data security measures implemented to address the Cybersecurity Event and agreed to maintain them for three (3) years and, if not among the measures already implemented, add measures to purge or encrypt Social Security Numbers (“SSNs”) for patients who haven’t obtained services for five (5) years or more.

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defense Counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

Claims will be subject to an aggregate cap of \$200,000 and will be reduced *pro rata* if they exceed this cap.

More details are provided in the Settlement Agreement, which is available at www.precisioncybersecurityevent.com.

8. What payments are available for Ordinary Expense Reimbursement?

All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and Attested Time up to \$500 per individual.

“Ordinary Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member in responding to notice of the Cybersecurity Event. Ordinary Out-of-Pocket Losses may include, without limitation, the following:

(1) costs incurred on or after November 2, 2022, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;

(2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and

(3) credit monitoring or other mitigative costs that were incurred on or after November 2, 2022, through the date of the Settlement Class Member's claim submission.

Whether or not they have Ordinary Out-of-Pocket Losses, Settlement Class Member's may also submit a claim for up to four hours of time spent remediating issues related to receipt of notice of the Cybersecurity Event at \$20 per hour by providing an attestation and a brief description of (1) the actions taken in response to the notice of the Cybersecurity Event, and (2) the time associated with each action.

Claims will be subject to an aggregate cap of \$200,000 and will be reduced *pro rata* if they exceed this cap.

More details are provided in the Settlement Agreement, which is available at www.precisioncybersecurityevent.com.

9. What payments are available for Extraordinary Expense Reimbursement?

In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members may submit a claim for Extraordinary Out-of-Pocket Losses and Attested Time up to \$5,000 per individual.

“Extraordinary Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Cybersecurity Event. Extraordinary Out-of-Pocket Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member's personal information.

Extraordinary Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after November 2, 2022; and (2) the personal information used to commit identity theft or fraud consisted of the same personal information that the claimant provided to Defendant prior to the Cybersecurity Event at issue in this litigation.

In addition to Ordinary Attested Time, and whether or not they have Extraordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to eight hours of time spent remediating issues related to the Cybersecurity Event at \$20 per hour by providing an attestation and a brief description of (1) the actions taken in response to the Cybersecurity Event, and (2) the time associated with each action.

Claims will be subject to an aggregate cap of \$200,000 and will be reduced *pro rata* if they exceed this cap.

More details are provided in the Settlement Agreement, which is available at www.precisioncybersecurityevent.com.

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment or to sign up for extended identity protection and credit monitoring services, you must complete and submit a Claim Form. Claim Forms are available at www.precisioncybersecurityevent.com, or you may request one by mail by calling 1-888-777-6514. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **January 31, 2026** to:

Precision Imaging Centers Data Breach Litigation
Claims Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

11. How will claims be decided?

The Claims Administrator will decide in its professional judgment whether the information provided on a Claim Form is complete, timely and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **January 31, 2026**.

13. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in Section 1.28 of the Settlement Agreement. You will be “releasing” Precision and all related people or entities as described in Sections 1.27 and 1.30 of the Settlement Agreement. The Settlement Agreement is available at www.precisioncybersecurityevent.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 17 for free or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Precision about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of the Settlement Class.

14. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue Precision for the same thing later?

No. Unless you exclude yourself, you give up any right to sue for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that states you want to be excluded from the Settlement in lawsuit styled *In re Precision Imaging Centers Data Breach Litigation*, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-ca-009321. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **January 1, 2026**, to:

Precision Imaging Centers Data Breach Litigation Exclusions
Claims Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Ryan D. Maxey of Maxey Law Firm, P.A., 107 N. 11th St., #402, Tampa, FL 33602; A. Brooke Murphy of Murphy Law Firm, 4116 Will Rogers Pkwy., Suite 700, Oklahoma City, OK 73108; and Philip J. Krzeski of Chestnut Cambronne P.A., 100 Washington Ave. S., Suite 1700, Minneapolis, MN 55401.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$188,000. Class Counsel will also request approval of a service award of \$2,000 for each of the six (6) Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and an incentive award will be paid separately per the terms of the Settlement Agreement and will not reduce the amount available to Settlement Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection in this case, *In re Precision Imaging Centers Data Breach Litigation*, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-ca-009321, with the Clerk of the Court at the address below.

Clerk of the Court
Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida
501 W. Adams St.
Jacksonville, FL 32202

Your objection must include all of the following:

- your full name, address, telephone number, and email address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- your signature or the signature of your duly-authorized attorney or other duly-authorized representative.

To be timely, your objection must be electronically filed or mailed to the Clerk of the Court for the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida no later than **January 1, 2026**.

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on January 8, 2026 at 2:00 p.m. ET, at the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, 501 W. Adams St., Jacksonville, FL 32202, Hearing Room 739 (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.precisioncybersecurityevent.com or call 1-888-777-6514. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required therein. Your Objection must be electronically filed or mailed to the Clerk of the Court for the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida by mailing it postmarked no later than **January 1, 2026**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case, ever again against Precision or any related people or entities as described in Sections 1.27 and 1.30 of the Settlement Agreement. The Settlement Agreement is available at www.precisioncybersecurityevent.com.

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the proposed Settlement. More details are available in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.precisioncybersecurityevent.com. You may also write with questions to *Precision Imaging Centers Data Breach Litigation*, Claims Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132. You can also get a Claim Form at the website, or by calling the toll-free number, 1-888-777-6514.